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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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09/972,191

10/09/2001

Peter T. Main

723-1176

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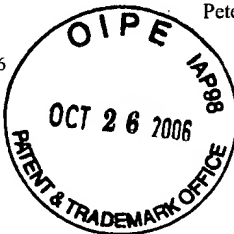
10/20/2006

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EXAMINER

BOVEJA, NAMRATA

ART UNIT

PAPER NUMBER

3622

DATE MAILED: 10/20/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/972,191

Applicant(s)

MAIN ET AL.

Examiner

Namrata Boveja

Art Unit

3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 19 July 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 09 October 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. This office action is in response to communication filed on 07/19/2006.
2. Claims 1-32 are presented for examination.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 16 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Specifically, the claim introduces the term "first credit," and this constitutes new matter, as this claim limitation is not supported by the specification. *Even though, according to the Applicant, the specification describes a plurality of credits such as requested, approved, and pending credits, it is not clear by the use of the term "first credit," which one of these terms is the Applicant referring to and therefore there is no support for a generic "first credit".*

4. Claims 25 and 26 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter, which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Specifically, the claim recites receiving a user

input of a particular time period and determining an amount of credit based on the particular time period received via the user input, and this constitutes new matter, as this claim limitation is not supported by the specification. *Furthermore, Figures 9 and 10 are static displays of information and do not require any user input regarding a particular time period. Also, while Figure 8 does enable the user to select the Year option from a drop down menu, this is just a selection, and the user is not entering in a time period, and the static information is just being shown in peace meals instead of as a complete calendar like in Figure 10.*

5. Claims 25 and 26 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter that was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claims 25 and 26 teach receiving a user input of a particular time period and determining an amount of credit based on the particular time period received via the user input. The claim does not enable one skilled in the art to receive a user input of a particular time period and to determine an amount of credit based on the particular time period received via the user input, since this is not communicated in the specification. *Furthermore, Figures 9 and 10 are static displays of information and do not require any user input regarding a particular time period. Also, while Figure 8 does enable the user to select the Year option from a drop down menu, this is just a selection, and the user is not entering in a time period, and the static information is just being shown in peace meals instead of as a complete calendar like in Figure 10.*

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35

U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

6. Claims 1-4, 7-10, and 27, are rejected under 102(a) as being anticipated by Acer America's "Channel Forum" website (<http://www.acer.com/aac/channel>) (from dates 11/08/1999 and 03/09/2000 captured by the Wayback Machine Internet Archives).

In reference to claims 1, 7, and 27, the Acer America's "Channel Forum" website (see the first set of NPL documents) discloses a program storage device and a computer-implemented method of implementing a marketing program for items being sold by a user, the method comprising: generating an internet web page using a computer system, the web page being accessible by the user (<http://www.acer.com/aac/channel> is a webpage that is accessible by the user); determining a cost of an item ordered by the *seller* (done by Acer Authorized Distributors who supply Point of Sales reports of reseller net purchases and returns by the 10th of each month from the distributors to determine *co-op* accruals for system and product sales to the resellers who maintain \$50,000 (Acer Premier) or \$250,000 per quarter (Acer Diamond) (Page 3); calculating an amount of credit based *at least in part* on the cost of the ordered *item*, (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond resellers 2.0% credit of net purchases for Desktops & Notebooks for

example); the amount of credit being for use by the user to defray costs associated with marketing *activities* (Acer authorizes these funds to “be used toward activities that have the goal of increasing business of Acer products,” and a description of the activities is provided on Page 4, and they also provide a marketing collateral order form where resellers can buy corporate materials such as brochures, posters, and CD’s to help market the products provided on Page 8); *providing data relating to the amount of credit to a computer system (i.e. data regarding part numbers sold and returned is provided via e-mail or a disk by the distributors to Acer, and this information is used to determine the rebate as a percentage of net purchases made) (Pages 7 and 22); and generating a web page using at least the data provided to the computer system, the web page displaying at least the amount of credit (amount of credit as a percentage is posted on the Acer website based net purchases the user has already made as seen on Page 3).*

7. In reference to claims 2 and 8, the Acer co-op marketing program teaches the method wherein marketing activities comprise at least one of merchandising (i.e. product displays) (Acer features a demo unit purchase program that gives a discount for the purchase of a computer that will be used as a product display on Pages 15-16), advertising, or promotions (there are lots of different types of activities that are explained in the Acer co-op marketing program including advertisements and promotions on Page 4).

8. In reference to claims 3 and 9, the Acer America's “Channel Forum” website’s Acer co-op marketing program pages teach the method of further comprising establishing an online link on the web page, wherein selection of the online link initiates

another web page that displays at least one of the following (when you click on the link for Co-op program requirements and guidelines from the Overview Page on Page 1, it takes you to the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page on Page 2): a cost of each item ordered by the user, an accrual rate used to determine an amount of *total* credit for each item ordered by the *seller* (this is shown on Page 3, which is one of the pages that's shown at the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page), an amount of credit already approved for use by the *seller* (100% will be reimbursed up to the point of the accrued co-op funds for approved activities as listed on Page 4, which is one of the pages that's shown at the Acer Advantage Reseller Program Co-op Marketing Fund Guidelines Page), and pending requests for expenditures from the *seller*.

9. In reference to claims 4 and 10, the Acer America's "Channel Forum" website teaches the method of further comprising determining bonus credit earned by the *seller* by performing tasks (Acer rewards bonus points and a CyberScratchers, a digital version of the popular scratcher cards for performing the task of reading an article about a product and completing a quiz about that product for the reseller as seen on Pages 10-11, and CyberScratchers also contain points that are added to the resellers totals (not stated explicitly, but this is the description of this particular rewards program), and Acer offers points when resellers first enroll as seen on Page 9, the bonus credit being used by the user to defray costs of its marketing activities (these points earned can be used to bid for promotional and Acer products from the online Auction catalog (not stated explicitly, but this is part of the description of this particular rewards program, and

there is a screen showing how the user can log on to access the auction center or to find out how to earn Cyberscratchers on Page 12).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

10. Claims 5-6, 11-26, and 28-32 are rejected under U.S.C. 103(a) as being unpatentable over Acer America's "Channel Forum" website (<http://www.acer.com/aac/channel>) (from dates 11/08/1999 and 03/09/2000 captured by the Wayback Machine Internet Archives) in view of Official Notice.

11. In reference to claims 13, 16, and 30, the Acer America's "Channel Forum" website (see the first set of NPL documents) teaches a program storage device and a computer-implemented method of marketing comprising: determining a cost of at least one item ordered by a *seller* (done by Acer Authorized Distributors who supply Point of Sales reports of reseller net purchases and returns by the 10th of each month from the distributors to determine co-pop accruals for system and product sales to the resellers who maintain \$50,000 (Acer Premier) or \$250,000 per quarter (Acer Diamond) Page 3); calculating an amount of credit, the amount of credit being based *at least in part* on the cost of the ordered item (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond

resellers 2.0% credit of net purchases for Desktops & Notebooks for example per Page 3), determining an amount of bonus credit, the bonus credit being earned by the seller if the seller has advertised, promoted a certain item, or merchandised (i.e. product display) (i.e. Acer resellers receive a bonus credit of 20% off the estimated street price for Altos systems that will be used by the reseller as a demo system per Pages 14-15).

The Acer America's "Channel Forum" website teaches calculating a total amount of credit by adding the amount of credit based on the cost of the ordered item (this total is inherently calculated by Acer and the statements are sent via mail to the resellers directly on a quarterly basis as shown on Page 3 and by the equation of net sales = purchases minus returns). The Acer America's "Channel Forum" website does not specifically teach adding the total amount of credit based on the cost of the ordered item or the first credit to the total bonus credit and providing this data to a computer system to generate a web page using this data, the web page displaying at least the total amount of credit available to the seller for its marketing activities.

Official Notice is taken that it is well known to report combined totals for resellers to enable the reseller to know how much the reseller received back in rebates cumulatively including any bonuses, and presenting this information to a computer for display on a website. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide this cumulative total information on a website, since Acer America's "Channel Forum" website teaches providing data relating to the total amount of credit available to the user based on the cost of the ordered item or the first credit for its marketing activities (Acer sends out statements quarterly to each

reseller directly using the Acer Diamond and Acer Premier accrual rates as indicated on Page 3) and combining this information with the total amount of rebates received for the demo system program to show a cumulative total for the rebates earned by the reseller would enable the reseller to track a total amount of rebates earned from that manufacturer. Furthermore, it would have been obvious to present this information to a computer for display on a website, since Acer America's "Channel Forum" website is already a reseller website, and posting this information on the website would enable resellers to receive the statements faster than having the statements mailed to them. Furthermore, it would save Acer mailing costs. Additionally, it has been held that broadly providing a mechanical or automatic means (web based access to amount of credit information) to replace manual activity (mailed statements containing amount of credit information in hardcopy format), which accomplishes the same result (delivers amount of credit information) involves only routine skill in the art. In re Venner, 120 USPQ 192.

12. In reference to claims 19 and 22, the Acer America's "Channel Forum" website (see the first set of NPL documents) teaches a method of marketing comprising: determining an amount of credit to be awarded to a *seller* to defray costs of its marketing activities (this is done by Acer after the distributors submit information monthly regarding Point of Sales information for the resellers to give Acer Diamond resellers 2.0% credit of net purchases for Desktops & Notebooks for example, Acer authorizes these funds to "be used toward activities that have the goal of increasing business of Acer products," a description of the activities is provided on Page 4, and

Acer also provides marketing collateral order forms using which resellers can buy corporate materials such as brochures, posters, and CD's to help market the products as provided on Page 8), determining whether the *seller* is entitled to the credit by determining whether the *seller* has advertised, merchandised (i.e. the *seller* has to submit the invoices for a demo system in order to be reimbursed as seen on Pages 15 and 16), or promoted a certain item (this is done by Acer prior to reimbursing the resellers by requiring that the resellers submit a claim form, invoices, rate cards, samples, prior approvals, and other documentation as seen on Pages 3-5 and 14 to make sure that these activities including advertising, merchandising, and promotions were indeed completed and that they were done to help increase the business of Acer products only); providing data relating to the total amount of credit to a computer system (this is also done inherently on Page 3, since the data of net sales = purchases minus returns is what is calculated and printed on the statements for the resellers is done by using the point of sales data sent by the Acer Authorized Distributors to some computing device that generates these reports for mailing). The Acer America's "Channel Forum" website also teaches generating a web page using the data provided to the computer system (Page 3 is on a website and includes data that illustrates the credit that is awarded based on products sold. The Acer America's "Channel Forum" website also teaches providing data relating to the total amount of credit available to the user for its marketing activities based on the cost of the ordered item (Acer sends out statements quarterly to each reseller directly using the Acer Diamond and Acer Premier accrual rates as indicated on Page 3). The Acer America's "Channel Forum" website

does not teach displaying this total amount of credit available to the user for its marketing activities.

Official notice is taken that it is well known to display total amounts of credit on a website as done by GE Consumer & Industrial for their distributors to show what is their cumulative rebates on a monthly basis. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide this total amount of credit information on a website, since Acer already has a reseller website, and posting this information on the website would enable resellers to receive the statements faster than having the statements mailed to them. Furthermore, it would save Acer mailing costs. Additionally, it has been held that broadly providing a mechanical or automatic means (web based access to amount of credit information) to replace a manual activity (mailed statements containing amount of credit information in hardcopy format), which accomplishes the same result (delivers amount of credit information), involves only routine skill in the art. In re Venner, 120 USPQ 192.

13. In reference to claims 5-6, 11-12, 14-15, 17-18, 20-21, 23-24, 28-29, and 31-32, the Acer America's "Channel Forum" website teaches advertising a certain item during a predetermined time period (i.e. as indicated on the AcerFund prior approval form by the fields for activity start and end date, products to be featured, and the objective on Page 14). Acer America's "Channel Forum" website also teaches the *seller* earning a bonus credit (i.e. Acer resellers receive a bonus credit of 20% off the estimated street price for Altos systems that will be used by the reseller as a demo system per Pages 14-15). Acer America's "Channel Forum" website does not teach the method wherein the tasks

performed by the user to earn bonus credit comprise advertising a certain item during a predetermined time period for at least a predetermined price.

Official Notice taken that it is well known for manufacturers to award bonuses to distributors for advertising a certain item during a predetermined time period for a predetermined price. For example, GE Consumer & Industrial has in the past offered their electrical distributors an extra percent rebate in marketing dollars, a discount off the purchase price of the products, and an opportunity to return unsold products after 3 months for bringing in a new product line of GE residential products into stock during a specific amount of time. Furthermore, GE has provided the same pricing across the board in a sales territory for the new products to maintain price points and margins. Also, cell phone service providers can provide extra manpower at a booth at stores such as Radio Shack as a bonus for the retailer to help enhance their cell phone sales at that retailer. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide a bonus credit to Acer's resellers to encourage them to buy more new products and to help the resellers sell more products.

14. In reference to claims 25 and 26, Acer America's "Channel Forum" website teaches determining the amount of credit available. The Acer America's "Channel Forum" website does not teach determining this credit amount based on the particular time period received via an input.

Official Notice is taken that it is well known for a user to specify and input time periods for viewing sales and marketing reports. For example, GE Consumer & Industrial uses Business Objects software to develop reports by each distributor that

show their monthly sales. The user can input which month's report the user would like the software to generate and present to the user. It would have been obvious to one having ordinary skill in the art at the time the invention was made to enable a user to input a time period for determining credit amount based on the time period in order to enable the user to view the credit from the manufacturer on a monthly basis.

Response to Arguments

15. After careful review of Applicant's remarks/arguments filed on 07/19/2006, the Applicant's arguments with respect to claims 1-32 have been fully considered but are moot in view of the new ground(s) of rejection. Amendments to the claims have been entered and considered.

16. The previously made objections have been removed.

17. The previously made rejections under 35 USC § 112 second paragraph have been removed in view of Applicant amendments, however two of the first paragraph rejections have been maintained.

18. In reference to claims 1, 7, and 27, Applicant argues that the Channel Forum website fails to disclose a webpage displaying the amount of credit already available to the user for its marketing activities. The Examiner respectfully disagrees and would like to point the Applicant to Page 3 *that illustrates the amount of credit available for use by the user based on a percentage of net purchases the user has already made, and this information is posted on the Acer Channel Forum website. The only action in claims 1 and 7 is that of a calculation of credit, and as disclosed on Page 3, the credit is*

calculated by using a percentage of the total purchase, and this is displayed on a website.

Applicant further argues that the Channel Forum website stating that "statements are mailed quarterly" teaches away from the invention. The Examiner again respectfully disagrees with the Applicant. Just because the Channel Forum reference suggests mailing out the statements as a preferred way to send this information to the user does not mean that the reference falls apart if the statements are not mailed. Specifically, information regarding *the amount of credit* may or may not be mailed but is definitely presented on the Channel Forum website on Page 3.

Applicant also argues that the claims require various amounts of credits to be displayed, not the various rates at which credits may be accrued. With respect to this, first of all the element of various amounts of credits is not even claimed. Secondly, as explained previously, the only functional action taking place here is a calculation of credit, and stating as done in Acer, that 2% of net purchases is the credit shows that the credit is being calculated as a percentage, and 2% of net purchases is an amount. Furthermore, this information is posted on the Acer website according to Page 3.

19. *In reference to claims 5-6, 11-26, and 28-32, the Applicant argues again that the prior art fails to teach or suggest displaying via a webpage any kind of information relating to any amounts of credits. Again, the Examiner respectfully disagrees and would like to point the Applicant to Page 3, where information regarding receiving a credit for 2% of net purchases is presented on the Acer website.*

20. *With regard to the Examiner's use of Official Notices, the Applicant states,*

"modifying the Channel Forum website's teachings to achieve the claimed invention would require more than ordinary skill, more than automation, and more than what can be officially noticed." With respect to this, the Examiner would like to point out that the Applicant has not presented arguments that the features are not well known. The Applicant's only argument has been, ""modifying the Channel Forum website's teachings to achieve the claimed invention would require more than ordinary skill, more than automation, and more than what can be officially noticed." This does not constitute a proper challenge to the Official Notice. Per the MPEP 2144.03, "A seasonable challenge constitutes a demand for evidence be made as soon as practicable during prosecution. Thus the applicant is charged with rebutting the well known statement in the next reply after the Office Action in which the well known statement was made." The Applicant has not submitted any rebuttal of the well-known statements, but has merely stated, "Modifying the Channel Forum website's teachings to achieve the claimed invention would require more than ordinary skill, more than automation, and more than what can be officially noticed". In the paragraph in MPEP 2144.03 immediately preceding the above citing, reference is made to In re Alert, 424 F.2d 1088, 1091, 165 USPQ 418, 420-421 (CCPA 1970) that "Furthermore, the applicant must be given the opportunity to challenge the correctness of such assertions and allegations." Again, the Applicant has not challenged the correctness of the assertions. Bald statements such as "modifying the Channel Forum website's teachings to achieve the claimed invention would require more than ordinary skill, more than automation, and more than what can be officially noticed", are not adequate and do not shift the burden

to the examiner to provide evidence in support of the Official Notice. Allowing such statements to challenge Official Notice would effectively destroy any incentive on part of the Examiner to use it in the process of establishing a rejection of notoriously well-known facts (In re Boon, 169 USP 231 (CCPA 1971)).

Furthermore, the Applicant argues that "bonus credit to marketing programs are not well known and obvious, and the display of the combination of bonus credit and other credit on a computer as claimed is not obvious." Again, the Applicant has not challenged the correctness of the assertions. A simple example of quick sale goods in a grocery store meets the first aspect of bonus credit, since if a user uses a cash back credit card, he is already getting a credit, and if he buys an item that's reduced for quick sale, he is getting the bonus credit in the form of an extra discount off the purchase amount. As far as displaying this information on a computer, even if we look at the mailing of monthly credit reports to distributors, these reports had to be displayed and then printed from a computer. And, in Acer, even the amount of credit calculated as a percentage of net purchases is displayed on a webpage on Page 3. Therefore, the Applicant's arguments do not have any merit.

Additionally, the Applicant argues, "that it would not be obvious to for a user to specify and input time periods for viewing sales and marketing reports and tying this information to amounts of credits, and that the Office Action relies on a series of examples not of record and not notoriously obvious." First of all, all the examples stated by the Examiner were made of record, so it is unclear what is the Applicant saying here. Secondly, as stated before, Official Notice was taken that it is well known for a user to

specify and input time periods for viewing sales and marketing reports. For example, GE Consumer & Industrial uses Business Objects software to develop reports by each distributor that show their monthly sales. The user can input which month's report the user would like the software to generate and present to the user. It would have been obvious to one having ordinary skill in the art at the time the invention was made to enable a user to input a time period for determining credit amount based on the time period in order to enable the user to view the credit from the manufacturer on a monthly basis. In this example, it is clearly disclosed that the input time periods are directly tied to the amount of credit by the use of a software solution by Business Objects. So, the Applicant has failed to explain what is the issue with this Official Notice.

Therefore, the Applicant has not challenged the correctness of the assertions of any of the Official Notices. Furthermore, Applicant's bald statements are not adequate and do not shift the burden to the examiner to provide evidence in support of the Official Notice. Allowing such statements to challenge Official Notice would effectively destroy any incentive on part of the Examiner to use it in the process of establishing a rejection of notoriously well-known facts (In re Boon, 169 USP 231 (CCPA 1971)).

21. Applicants additional remarks are addressed to new limitations in the claims and have been addressed in the rejection necessitated by the amendments.

Conclusion

22. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action.

Any inquiry concerning this communication or earlier communications from the

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examiner should be directed to Namrata (Pinky) Boveja whose telephone number is 571-272-8105. The examiner can normally be reached on Mon-Fri, 8:30 am to 5:00 pm.


If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, Eric Stamber can be reached on 571-272-6724. The **FAX number** for the organization where this application or proceeding is assigned is **571-273-8300**.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 1866-217-9197 (toll-free).



NB

October 2nd, 2006


RETTA YEHDEGA
PRIMARY EXAMINER

TC 3600

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COMMISSIONER FOR PATENTS

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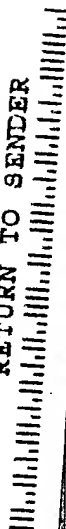


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